

CHHABRA & GIBBS, P.A.
Attorneys at Law
120 North Congress Street, Suite 200
Jackson, Mississippi 39201
(601) 948-8005

CONTRACT AND AUTHORITY TO REPRESENT

I, the undersigned, *Frank East*, do hereby employ CHHABRA & GIBBS, P.A.,
Attorneys at Law, to represent for a Workers' Compensation Claim against *JB Hena* or any
other person, firm or corporation liable there for, resulting from injuries received while on the job.

FOR AND IN CONSIDERATION of the services rendered and to be rendered:

A. I agree to pay unto CHHABRA & GIBBS, P.A., the sum of twenty-five percent (25%) of all monies recovered in this matter prior to an appeal or thirty-three and one-third (33 1/3%) of all monies recovered if an appeal has been taken. I hereby set over and assign to CHHABRA, & GIBBS, P.A., an undivided interest in and to my said claim in those said percentages of recovery heretofore stated above as consideration. I understand that it may not always be in my best interest to file a Petition to controvert with the Mississippi Workers' Compensation Commission, and for this reason I agree to the above terms even if my case is not controverted with the Workers' Compensation Commission.

B. I agree that if I have not received or am not currently receiving benefits for Temporary Total Disability or Permanent Disability and if CHHABRA & GIBBS, P.A. obtains such benefits on my behalf either weekly or by lump sum whether through agreement with the Employer and Carrier either before or after a Petition to Controvert is filed or by Order of the Workers' Compensation Commission, I will pay the fee on such amounts as stated in Paragraph A of this agreement. Further, even if I have received or am currently receiving such benefits, if a Petition to Controvert is filed on my behalf and I have reached maximum medical improvement, I will agree to pay such fees as stated in Paragraph A in this agreement on any such amounts to CHHABRA & GIBBS P.A from and after the date the Petition to Controvert is filed. Furthermore, I hereby instruct and authorize CHHABRA & GIBBS, P.A. to request that all drafts and moneys affected by this paragraph be sent to them, endorsed by them as my attorney in fact and deposited in their trust account with my portion being disbursed to me in a reasonable amount of time.

C. Client agrees to be responsible for all court costs, medical records, investigations, long distance telephone calls, photocopying, postage and other out of pocket expenses incurred. Said expenses will be deducted after the attorney's fees described in Paragraph's A and B above are deducted. Client will not be liable for said expenses if no recovery is made.

D. If CHHABRA & GIBBS, P.A. undertakes to represent me in an employment action, civil tort action, bad faith action, or any other action that cannot be ruled on or is not ruled on by the Mississippi Workers' Compensation Commission, I agree to sign a separate agreement on such matter and pay CHHABRA & GIBBS, P.A. its standard fee for such separate representation.

E. Client agrees that attorney may associate additional attorney(s) at the attorney's cost and CHHABRA & GIBBS, P.A. may withdraw upon reasonable notice.

F. I agree not to settle my claim without the consent of my Attorney, and my Attorney, by the acceptance of this employment, agrees not to settle without my consent. I agree that related expenses, costs of Court, and investigation expenses incurred by my Attorney will be repaid by me.

It is agreed and understood that this employment is upon a contingent fee basis solely, and if no recovery is made, I will not owe my Attorney any sum whatsoever as attorney's fees.

AGREED TO this the 18 day of May, 2010

ATTORNEY

RECEIVED

MAY 20 2010

M. W. C. C.
DOCKET ROOM

EXHIBIT

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